

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of a Mitigation Reservation and Purchase Agreement in Conjunction With the Chapman Road Improvement Project from State Road 426 to State Road 434

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Antoine I. Khoury

EXT: 5768

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Mitigation Reservation and Purchase Agreement (MRPA) for purchase of wetland mitigation units by Seminole County in conjunction with the Chapman Road Improvement Project from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area.

District 1 Bob Dallari

Jerry McCollum

BACKGROUND:

This roadway project will improve Chapman Road from State Road 426 to State Road 434. The project consists of widening the roadway from 2 to 4 lanes, and drainage improvements that will include stormwater pipes, inlets and retention pond construction. Construction of all improvements is anticipated to start in the Fall of 2011. Funds are available in Capital Project Number 00006301.

The construction of this project will impact 1.2 acres of existing wetlands. In order to mitigate these impacts, St. Johns River Water Management District is requiring the purchase of 1.2 Unified Mitigation Assessment Method (UMAM) wetland mitigation units at a cost of \$420,000.00. The attached agreement will purchase the wetland mitigation units from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Mitigation Reservation and Purchase Agreement for purchase of wetland mitigation units by Seminole County in conjunction with the Chapman Road Improvement Project from Schrimsher, Inc., owner of the Lake Jesup Mitigation Area.

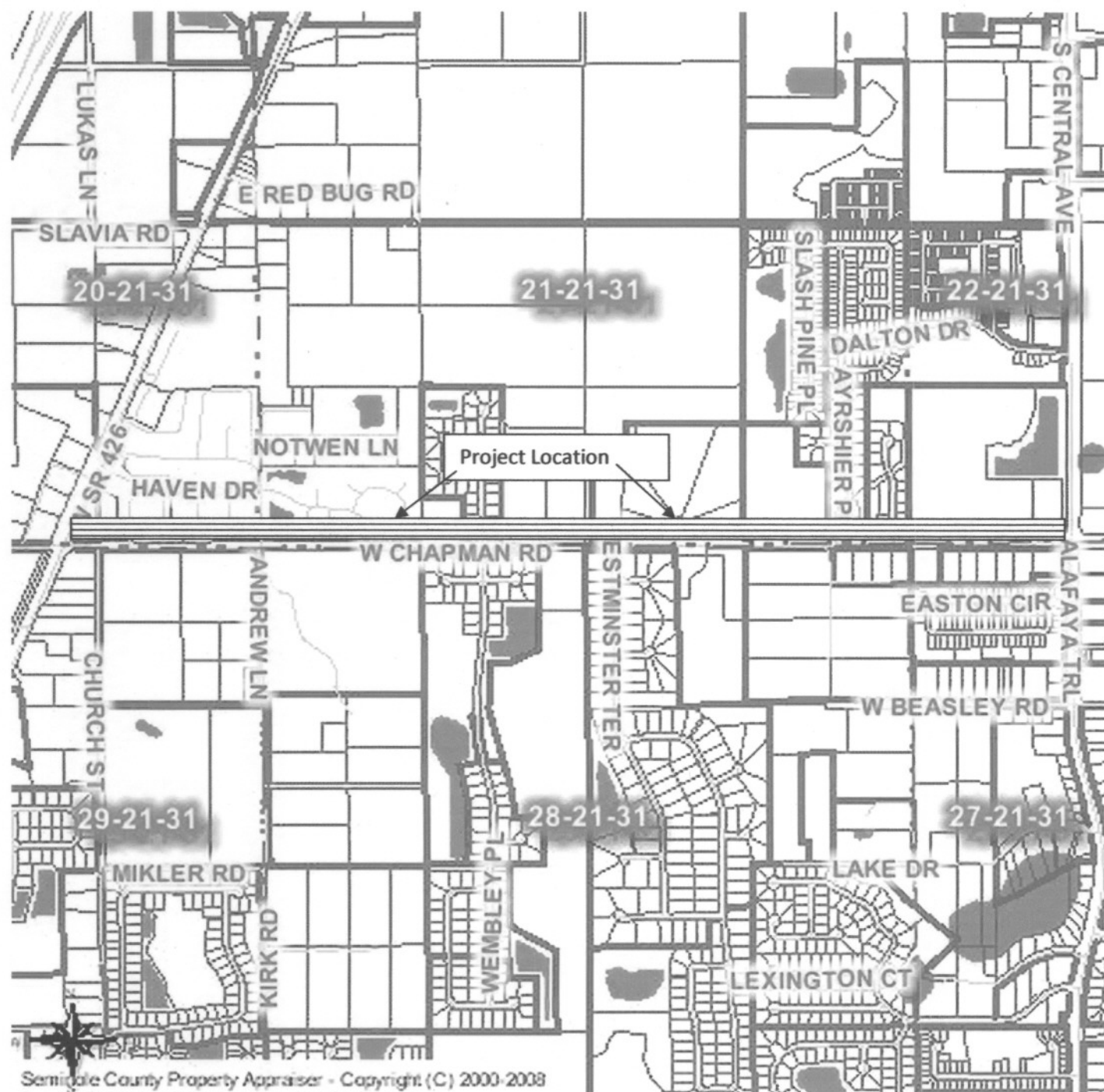
ATTACHMENTS:

1. Location Map - Chapman Road
2. Mitigation Reservation and Purchase Agreement - Chapman Road

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)

LOCATION MAP
CHAPMAN ROAD
SR 426 – SR 434



Southeastern Mitigation Solutions, LLC

393 CenterPointe Circle, Ste. 1483

Altamonte Springs, FL 32701

Ph. 407-262-0212

**MITIGATION RESERVATION AND PURCHASE AGREEMENT (MRPA)
for Lake Jessup Mitigation Area**

On this 4th day of November, 2008, **Schrimsher Inc.**, a Florida corporation which has the controlling interest in Schrimsher Land Fund 1986 II, LTD, Schrimsher Land Fund V, LTD, and Schrimsher Land Fund VI, LTD, all of which are Florida limited partnerships organized under the laws of the State of Florida, and have the ownership rights of the Lake Jessup Mitigation Area (LJMA) (hereinafter "Seller") does hereby offer to reserve and set aside for future assignment for the sole benefit of **Seminole County Board of County Commissioners** (hereinafter "Buyer"), a conservation easement over 25.24 acres of the LJMA which has been determined to represent a total of 1.2 UMAM Mitigation Units as authorized in the consultation with SJRWMD as part of the permitting process.

At such time that full payment is made, Seller agrees to record a conservation easement on the encumbered property (see Attachment A) for the mitigation purchased by this MRPA. In this instance, the Buyer has indicated that this mitigation is to be used to offset wetland impacts associated with the construction of **Chapman Road from SR 426 to SR 434 in Seminole County, SJRWMD Application No. 4-117-22350-3**. Seller warrants that the state mitigation reserved herein is and will be available for application by the Buyer for assignment to this project within the terms described herein. Seller makes no warranty that the mitigation reserved herein is sufficient to offset any particular impact associated with the Buyer's project.

Schrimsher Inc. hereby commits to fully assign the 25.24 acres from the LJMA in Seminole County to the Buyer if full payment is made within 90 days from the execution of this Agreement. The total purchase price for the transaction is Four Hundred Twenty Thousand Dollars and No/Cents (\$420,000.00), based on a price of \$350,000.00 per 1 UMAM unit. This MRPA is subject to acceptance within 30 days of the above date. Beyond that time, the price and availability of UMAM units cannot be guaranteed.

If Buyer desires a reservation time extension beyond the 90 days warranted by this Agreement, an additional extension of 30 days may be granted by Seller prior to the expiration of this Agreement.

The total purchase price shall be due and payable within 30 days of issuance of the required permit(s) authorizing the use of any or all of the mitigation to offset wetland impacts.

Southeastern Mitigation Solutions, LLC

393 CenterPointe Circle, Ste. 1483
Altamonte Springs, FL 32701
Ph. 407-262-0212

Payment shall be made to: Schrimsher, Inc., and **delivered to:** Southeastern Mitigation Solutions, LLC, 393 CenterPointe Circle, Suite 1483, Altamonte Springs, FL 32701. Upon receipt of the signed reservation, Seller's Agent will forward a copy of the mitigation package and Conservation Easement over the 25.24 acres to the SJRWMD.

FOR SELLER'S AGENT:

Southeastern Mitigation Solutions, Inc.
Janet Dawkins, Manager

Signature

Date

FOR SELLER:

Schrimsher Properties of Central Florida, Inc.
Frank L. Schrimsher

Signature

Date

FOR BUYER:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

, Chairman

For the use and reliance of Seminole County only.
Approved as to form and legal sufficiency.

County Attorney

ATTACHMENT A

Prepared by:

Return recorded original to:
Office of General Counsel
St. Johns River Water Management District
4049 Reid Street
Palatka, FL 32177-2529

DRAFT
CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made this ____ day of November, 2008, by Schrimsher Land Fund 1986-II, Ltd., Schrimsher Land Fund V, Ltd., and Schrimsher Land Fund VI, Ltd. having an address at 600 East Colonial Drive, Suite 100, Orlando, Florida, 32803 ("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at 4049 Reid Street, Palatka, FL 32177-2529 ("Grantee").

WITNESSETH:

WHEREAS, Grantor solely owns in fee simple certain real property in Seminole County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property");

WHEREAS, Grantor grants this conservation easement as a condition of permit # 4-117-22350-3 issued by Grantee, solely to off-set adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of section 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Conservation Easement is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Grantor reserves unto itself, and its successors and assigns, and all successor owners of the Property or any portion thereof:

(a) All rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

(b) The right to conduct activities on the Property, including but not limited to, maintenance and monitoring activities, as set forth in the mitigation plan and attached to this document as Exhibit "B".

4. Rights of Grantee. To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:

(a) To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of

the Property that may be damaged by any activity inconsistent with this Conservation Easement.

5. Grantee's Discretion. Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

6. Grantee's Liability. Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from Grantor's ownership of the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. Grantor shall record this Conservation Easement in timely fashion in the Official Records of Seminole County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

GRANTOR:

Signature:_____

Signature:_____

Printed Name:_____

Printed Name:_____

Signature:_____

Title: _____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by _____, who did not take an oath.

Notary Public, State of Florida
at Large.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, _____ (mortgagee), the mortgagee under that certain _____ (title of mortgage document) dated _____ and recorded at Official Records Book ____, page ____, of _____ County, Florida, (if any assignments, specify) hereby consents and joins in the foregoing Deed of Conservation Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Deed of Conservation Easement) to the Deed of Conservation Easement.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this _____ day of _____, 200__.

Witnesses:

Mortgagee

Name: _____

BY: _____

Name: _____

Title: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who did not take an oath.

Notary Public, State of Florida
at Large.

My Commission Expires:

Serial No. _____

Personally known _____ OR produced identification _____. Identification produced _____.

My Commission Expires:

Serial No. _____

Personally known _____ OR produced identification _____. Identification
produced _____.

SKETCH OF DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST,
AND ALSO A PORTION OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST,
SEMINOLE COUNTY, FLORIDA
(SEE SHEET 2 OF 2 FOR SKETCH)

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, AND ALSO A PORTION OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST AND BEING A PORTION OF LOTS 1, 2, 3 AND 4 AS SHOWN ON THE PLAT OF THE MAP OF THE EAST PART OF THE PHILIP R. YONGE GRANT, LOCATED ON LAKE JESSUP, RECORDED IN PLAT BOOK 1, PAGES 35 THRU 38 OF THE PUBLIC RECORDS OF SAID SEMINOLE COUNTY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA AND WITH THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 434, (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND WITH THE SAID WEST LINE OF SAID SECTION 5, NORTH 00°08'03" EAST, A DISTANCE OF 1229.05 FEET; THENCE, DEPARTING SAID WEST LINE OF SECTION 5, NORTH 88°51'42" WEST, A DISTANCE OF 669.00 FEET; THENCE, NORTH 01°50'50" EAST, A DISTANCE OF 192.00 FEET TO THE POINT OF BEGINNING.

THENCE, NORTH 90°00'00" WEST, A DISTANCE OF 437 FEET, MORE OR LESS TO AN INTERSECTION WITH THE TOP OF BANK OF HOWELL CREEK; THENCE, WITH THE MEANDERS OF SAID TOP OF BANK, AND IN A GENERAL NORTHWESTERLY DIRECTION, AN APPROXIMATE DISTANCE OF 1,700 FEET, MORE OR LESS; THENCE, LEAVING SAID TOP OF BANK, NORTH 22°57'53" EAST, A DISTANCE OF 358 FEET, MORE OR LESS; THENCE, NORTH 11°54'40" EAST, A DISTANCE OF 139', MORE OR LESS TO AN INTERSECTION WITH A 2.8 FOOT CONTOUR LINE (NATIONAL GEODETIC VERTICAL DATUM OF 1929); THENCE, WITH THE MEANDERS OF SAID CONTOUR LINE, AND IN A GENERAL SOUTHEASTERLY DIRECTION, AN APPROXIMATE DISTANCE OF 1,369 FEET, MORE OR LESS; THENCE, WITH A LINE BEING PARALLEL WITH THE WEST LINE OF SAID SECTION 5, SOUTH 00°08'03" EAST, A DISTANCE OF 873 FEET, MORE OR LESS; THENCE, SOUTH 01°50'50" EAST, A DISTANCE OF 329.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.24 ACRES OF LAND, MORE OR LESS

SURVEYOR'S REPORT AND NOTES

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE PURPOSE OF THIS SKETCH OF DESCRIPTION IS TO PROVIDE A LEGAL DESCRIPTION FOR A PROPOSED 25.24 ACRE MITIGATION AREA APPLICATION 4-117-22350-3. SEE LEGAL DESCRIPTION FOR LOCATION.
3. THE BASIS OF BEARINGS FOR THIS SKETCH IS THE WEST LINE OF SECTION 5, TOWNSHIP 21 SOUTH, RANGE 31 EAST OF WHICH IS RECORDED TO BEAR NORTH 00°08'03" WEST, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF MAP SECTION NO. 77070-2517, LAST REVISED 3/30/94.
4. THE PARCEL OF LAND DESCRIBED HEREON IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY, RECORDED AND UNRECORDED.

9/18/08 MRH REVISE CERTIFICATIONS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEADING EDGE
LAND SERVICES
INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
www.leadingedgefls.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION

FOR

SCHRIMSHER PROPERTIES**SURVEYOR'S CERTIFICATION**

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS SKETCH IN COMPLIANCE WITH FLORIDA MINIMUM TECHNICAL STANDARDS AS DEFINED IN FLORIDA ADMINISTRATIVE CODE 61G17-6

Jesse A. Perez DATE: 9/18/08
JESSE A. PEREZ
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 6213

DATE OF DRAWING: 4 SEPT 2008

MANAGER: JAP CADD: MRH

PROJECT NUMBER: 521-07001

FIELD BOOK NUMBER: LE 703

LAST FIELD WORK: 28 JULY 2008

CREW CHIEF(S): CR

COMPUTER FILE: 521001BASE3.PRO

SCALE: 1" = 300' SHEET 1 OF 2

SKETCH OF DESCRIPTION

A PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST,
AND ALSO A PORTION OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST,
SEMINOLE COUNTY, FLORIDA

(SEE SHEET 1 OF 2 FOR DESCRIPTION)

LINE TABLE

LINE	BEARING	DISTANCE
L1	N02°26'53"W	75.66'
L2	N44°23'02"W	48.27'
L3	S79°33'45"W	14.18'
L4	N47°11'46"W	176.07'
L5	S78°02'17"W	44.26'
L6	N87°26'38"W	41.14'
L7	N10°04'50"W	16.77'
L8	N20°08'41"E	77.79'
L9	N12°05'41"W	57.80'
L10	N65°36'49"W	30.22'
L11	N42°29'26"W	65.20'
L12	N26°54'22"E	27.57'
L13	N27°52'49"W	64.35'
L14	S69°52'49"W	39.47'
L15	N16°57'58"W	22.64'
L16	N06°33'31"E	138.15'
L17	N32°58'10"E	32.37'
L18	N73°51'52"E	60.74'
L19	N28°22'45"E	36.29'
L20	N12°29'33"W	62.77'
L21	N44°44'59"W	59.42'
L22	N86°52'40"W	20.21'
L23	N43°19'20"W	62.05'
L24	N83°54'55"W	72.70'
L25	N55°47'58"W	45.70'
L26	N01°12'37"E	52.12'
L27	N21°15'02"W	63.79'
L28	N32°40'52"W	144.62'
L29	N86°05'39"E	59.73'
L30	S09°56'39"E	57.38'
L31	S30°35'24"W	77.16'
L32	S18°55'29"E	81.47'
L33	S89°13'52"E	54.68'
L34	N44°43'05"E	81.72'
L35	S64°01'32"E	55.02'
L36	S20°57'13"W	45.29'
L37	S18°58'13"E	62.09'
L38	S68°55'10"E	148.33'
L39	N59°35'59"E	69.45'
L40	S55°43'22"E	340.18'
L41	N62°49'42"E	120.98'
L42	S72°51'33"E	109.30'

N11°54'40"E
139' +/-

N22°57'53"E
358' +/-

PORTION OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 31 EAST,
SEMINOLE COUNTY, FLORIDA

PORTION OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

PART OF LOT 1
P.B. 1, PG. 35

WITNESS LINE

PART OF LOT 2
P.B. 1, PG. 35

PART OF LOT 1
P.B. 1, PG. 35

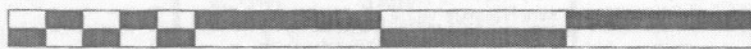
SUBJECT PARCEL
CHAPMAN ROAD
FROM SR 426 TO SR 434
APPLICATION
4-117-22350-3
MITIGATION AREA
25.24 ACRES
MORE OR LESS
(HEAVILY WOODED)

T.O.B.
(TYP)

LEGEND

- ID. IDENTIFICATION
● FOUND MONUMENT
P.B. PLAT BOOK
PG. PAGE
SR STATE ROAD
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
T.O.B. TOP OF BANK
(TYP) TYPICAL

GRAPHIC SCALE 1"=300'



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED

SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

9/18/08 MRH REVISE CERTIFICATIONS

NORTH RIGHT OF WAY LINE

FOUND 5/8" IRON ROD
AND CAP LB 220

STATE ROAD 434

A VARIABLE WIDTH RIGHT OF WAY

**LEADING EDGE
LAND SERVICES**
INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
www.leadingedgels.com

FLORIDA LICENSED BUSINESS NUMBER LB 6846

SKETCH OF DESCRIPTION
FOR
SCHRIMSHER PROPERTIES

THIS IS NOT A BOUNDARY SURVEY.

CERTIFIED TO:

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

DATE OF DRAWING: 4 SEPT 2008
MANAGER: JAP CADD: MRH
PROJECT NUMBER: 521-07001
FIELD BOOK NUMBER: LE 703
LAST FIELD WORK: 28 JULY 2008
CREW CHIEF(S): CR
COMPUTER FILE: 521001BASE3.PRO
SCALE: 1" = 300' SHEET 2 OF 2

EXHIBIT B

Chapman Road SJRWMD Application # 4-117-22350-3 Management and Monitoring Plan for 25.24 acre Conservation Easement Parcel

Management Activities

1 - Cessation of Silvicultural Practices

One component of the mitigation plan is the elimination of traditional silviculture on this property. Some areas of the Lake Jessup Mitigation Area show the effects of previous tree removal, with some areas completely devoid of the historic canopy. Tree skidding has altered the flow of water, and has allowed nuisance and exotic vegetation to take hold in some areas. Upon recording of the Conservation Easement, silvicultural practices will cease across the 25.24 acre parcel. The only additional tree removal that will occur will be the eradication of any nuisance or exotic tree species. No silvicultural tree planting, fertilization, seeding, bedding or clearing for plantation purposes will occur under the mitigation plan.

2 - Eradication of Exotic and Nuisance Plant Species

Along the creek channels and skidder trails, nuisance species such as water primrose (*Ludwigia peruviana*), wild taro (*Colocasia esculenta*), and Caesar weed (*Urena lobata*) have become common (see **Mitigation Plan** exhibit). These nuisance plant species will be aggressively eradicated by chemical and mechanical means. Should any additional exotic species be found during monitoring events similar control methods will be applied. Smaller trees, shrubs, and groundcover that are earmarked for control will be sprayed with herbicides. Control measures will include hand cutting of exotic trees, and poisoning of the stumps. All herbicides used will be EPA approved products that are made for this intended use.

3 - Perpetual Preservation Through a Conservation Easement

A conservation easement will be granted to St. Johns River Water Management District on the 25.24 acre parcel with provisions for the District to access the site. This easement will guarantee that the property will not be used for any activities that would adversely affect the goals of the mitigation plan. The conservation easement will run in perpetuity with the land.

Monitoring

Monitoring of the mitigation areas will be conducted every year for the first five years, then every five years thereafter in perpetuity. The initial period of monitoring will be to establish the desired community conditions as directed under the mitigation plan, and to determine necessary maintenance activities. The long term monitoring will be conducted to document the prolonged health of the mitigation area, in the desired community conditions. Transects will be established in each mitigation polygon, to provide representative sampling of each area (as shown on the **Monitoring Plan** exhibit). Photograph location points will be established at the end of each transect to document the conditions through time. Vegetative monitoring of the transects will be a determinant of the success of any mitigation efforts. Annual monitoring reports will be submitted using the District approved methodology and will include form EN-55. The reports will feature vegetative data, a discussion of any wildlife usage, hydrology, and other environmentally significant observations.

Each sampling transect will be at least 200 feet long, located in the areas shown on the Monitoring Plan. The transects will be field adjusted as needed and each end of the transects will be located using GPS equipment to assure that the monitoring areas remain consistent over time. Metal stakes and flags will be placed at each end of the transects, at the photograph location points

Along each transect, vegetative coverage for native, exotic, and nuisance plants will be estimated using a transect-quadrat method and a broader interpretation of the visible surroundings. The plant species will be broken down into their respective classifications (UPL, FAC, FACW, OBLW) and reported as the relative percent cover of each classification for each transect. This allows for a rapid analysis of the vegetative improvements as they occur. Controlled species (exotic or nuisance) coverage will be measured and noted separately for coverage in order to describe the success of the eradication efforts.

Success Criteria

- 1 – Exotic and/or nuisance plant coverage shall be reduced to 5% for five years, then in perpetuity from then on;
- 2 – Problematic native plants (e.g. water primrose, Caesar weed) shall be reduced to less than 5% coverage for five years, then in perpetuity from then on;

Costs for Management and Monitoring

Management activities including eradication of nuisance and exotic species using herbicides and / or mechanical removal will be conducted twice a year for 5 years, then as necessary when monitoring demonstrates a need. The cost associated with spraying the 25.24 acre parcel twice a year (if needed) by a certified professional is estimated at \$1,200 dollars, based upon experience with this activity on numerous other projects. The cost associated with conducting annual monitoring on the 25.24 acre parcel, including the field monitoring activities and generating a report is estimated at \$4,500 per year.

